

A. G. Contract No. KR920343TRN  
ECS File: JPA 92-31  
Project: 347 PN PPN SS 242 02D  
Section: SR-347/Maricopa Road  
Segment II, Phase II

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
PINAL COUNTY

THIS AGREEMENT is entered into 20 July, 1992,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and  
PINAL COUNTY, ARIZONA, acting by and through its Board of  
Supervisors (the "County").

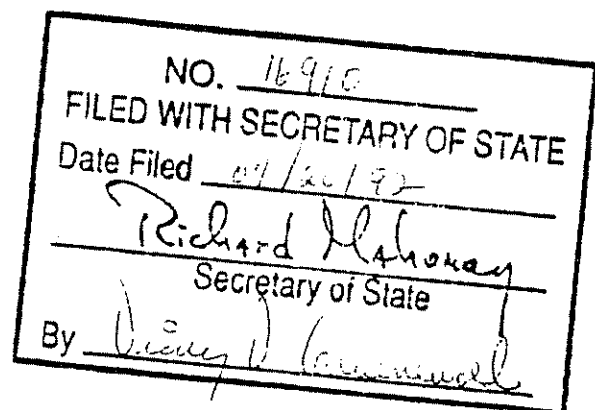
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the County.

3. Congress has authorized appropriations for, but not  
limited to, the design and construction of streets and primary,  
feeder and farm-to-market roads; the replacement of bridges;  
the elimination of roadside obstacles; and the application of  
pavement markings.

4. Such project within the boundary of the County has  
been selected by the County, and, upon completion of design,  
shall be submitted to the Federal Highway Administration (FHWA)  
for its approval.



5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The County, in order to obtain federal funds for the design of the project, is willing to provide the State with the County funds to match federal funds in the ratio required or as finally fixed and determined by FHWA.

7. The work embraced in this agreement and the estimated cost are as follows: PRELIMINARY ENGINEERING DESIGN AND ARCHAEOLOGICAL INVESTIGATION COSTS

Estimated Project Cost	\$ 645,995.00
Federal Funds @ 92.88% of \$645,995.00	\$ 600,000.00
Total County Funds	\$ 45,995.00

In the event that the federal aid amount of participation increases, the County participation shall be reduced proportionately.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved.

2. The County shall deposit \$45,995.00 with the State prior to the transfer of funds. Upon completion of the design and archaeological investigation, the State shall return to the County any part of the funds deposited by the County remaining after County's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

## III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design plans, specifications, reports and engineering in connection therewith.

It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, The County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue - 616E  
Phoenix, Arizona 85007

Pinal County  
Attn: Mr. Brad Gair  
PO Box 727  
Florence, AZ 85232

8. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By William "Bill" Mathieson By Robert P. Mickelson  
WILLIAM "BILL" MATHIESON ROBERT P. MICKELSON  
Chairman, Pinal County 6-17-92 for Deputy State Engineer  
Board of Supervisors 7-7-92

ATTEST

By Stanley D. Griffis  
STANLEY D. GRIFFIS  
Clerk of the Board

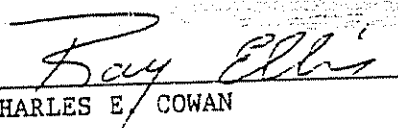
4478j  
16JUN

JPA 92-31

RESOLUTION

BE IT RESOLVED on this 13th day of February 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Pinal County for the purpose of defining responsibilities for the design of Maricopa Road, Segment II Phase II.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

  
For CHARLES E. COWAN  
Director

1203j/2

APPROVAL OF THE PINAL COUNTY ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and, PINAL COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.*

DATED this 23<sup>rd</sup> day of June, 1992.

*Barbara H. Smith*

Deputy County Attorney

RESOLUTION NO. 62992-MR

**A RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS  
AUTHORIZING PINAL COUNTY TO ENTER INTO AN INTERGOVERN-  
MENTAL AGREEMENT IDENTIFIED AS JPA 92-31 WITH THE STATE OF  
ARIZONA BY AND THROUGH ITS DEPARTMENT OF TRANSPORTA-  
TION TO DEFINE THE RESPONSIBILITIES OF PINAL COUNTY AND  
THE STATE OF ARIZONA FOR THE DESIGN OF MARICOPA ROAD,  
SEGMENT II, PHASE II**

**WHEREAS**, Pinal County and the State of Arizona have participated in the design of improvements to State Route 347 (Maricopa Road) between the Maricopa-Pinal County line and SR-84; and

**WHEREAS**, Pinal County Board of Supervisors has determined the need to define the responsibilities of Pinal County and the State of Arizona for the design of Maricopa Road, Segment II, Phase II in Pinal County, Arizona.

**THEREFORE, BE IT RESOLVED:**


That it is in the best interest of Pinal County to enter into intergovernmental agreement, NO. JPA 92-31, with the State of Arizona, by and through its Department of Transportation for the purpose of defining the responsibilities of Pinal County and the State of Arizona for the design of Maricopa Road Segment II, Phase II.

**BE IT FURTHER RESOLVED:**

William Mathieson, as Chairman of the Pinal County Board of Supervisors, is authorized to execute intergovernmental agreement JPA 92-31 on behalf of Pinal County.

**PASSED AND ADOPTED** by the Board of Supervisors of Pinal County on this \_\_\_\_  
29 day of June, 1992.

ATTEST

  
Stanley D. Griffis, Clerk of the Board

PINAL COUNTY BOARD  
OF SUPERVISORS

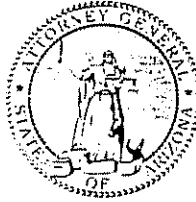
  
William Mathieson, Chairman

**AGENDA FORM**  
FOR  
PINAL COUNTY BOARD OF SUPERVISORS

Budgeted:	Competitive negotiations (PC1-347 D1)	_____
Generates Revenue for County:	Two step competitive negotiation (PC1-347 D2)	_____
Revenue Generated:	Review of Qualifications (PC1-347D3)	_____
Uses County Funds:	Multi step sealed bidding (PC1-326)	_____
Source of Funds:	Intergovernmental Agreement (PC1-1003)	_____
Cost to County:	Competitive sealed proposals RFP (PC1-329)	_____
Reduces/Contains Expenditures for County:	Other (PC1-_____)	_____
Expenditure Reduced:/Contained:		

<b>1. REQUESTED BY:</b> Funded: _____ Dept: _____ Dept. Name: _____ Director: _____	
<b>2. BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:</b>  <p>Discussion/Approval/Disapproval of Resolution authorizing Pinal County to enter into intergovernmental agreement NO. JPA 92-31 with State of Arizona by and through its Department of Transportation to define responsibilities of Pinal County and State of Arizona for the design of Maricopa Road, Segment II, Phase II (Brad Gair)</p>	
<b>3. MOTION:</b> It is moved that the Pinal County Board of Supervisors..... Approve/Disapprove Resolution NO. <u>62992-m40</u> to authorize Pinal County to enter intergov- ernmental agreement NO. JPA 92-31 with State of Arizona by and through its Department of Transportation to define responsibilities of Pinal County and State of Arizona for the design of Maricopa Road, Segment II, Phase II	
<b>4. DEPARTMENT:</b> <u>W. Brad Gair</u> <u>6-23-92</u> Action recommended by _____ Date _____	<b>7. ASSISTANT COUNTY MANAGER:</b> <u>G. J. Brasley</u> _____ Date _____ Approve <input checked="" type="checkbox"/> Disapprove <input type="checkbox"/>
<b>5. GRANTS AND CONTRACTS ADMINISTRATOR:</b> _____ Approve <input type="checkbox"/> Disapprove <input type="checkbox"/> Date _____	<b>8. PURCHASING DEPARTMENT:</b> _____ Approve <input type="checkbox"/> Disapprove <input type="checkbox"/> Date _____
<b>6. COUNTY ATTORNEY'S OFFICE:</b> <u>Patricia Co. Grieb</u> <u>6-23-92</u> _____ Date _____ <input checked="" type="checkbox"/> Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the Pinal County Board of Supervisors.	<b>9. FINANCE OFFICE:</b> _____ Approve <input type="checkbox"/> Disapprove <input type="checkbox"/> Date _____
<b>10. COUNTY MANAGER:</b> _____ APPROVE <input type="checkbox"/> DISAPPROVE <input type="checkbox"/> Date _____	
<b>11. BOARD OF SUPERVISORS:</b> Action Taken: <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Amend <input type="checkbox"/> Disapprove <input type="checkbox"/> Delete <input type="checkbox"/> _____ CHAIRMAN: <u>JOE STANTON</u> <u>6/29/92</u> CLERK OF THE BOARD: <u>JOAN</u> <u>6/29/92</u> _____ Date _____	





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

GRANT WOODS  
ATTORNEY GENERAL

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR92-0343-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 14<sup>th</sup> day of July, 1992.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ls  
7333G/99